

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 7	
2. Amendment/Modification No. P00076		3. Effective Date 2007JUL23		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ASGA DOUG SCHROEDER (586)574-8072 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 EMAIL: DOUGLAS.L.SCHROEDER@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA TEXAS 600 N PEARL STREET SUITE 1630 DALLAS, TX 75201-2843 SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA ROAD SAN ANTONIO, TX 78238-5100 TYPE BUSINESS: Other Nonprofit				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-99-C-L053	
Code 26401 Facility Code				<input type="checkbox"/>		10B. Dated (See Item 13) 1999SEP29	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS KIND MOD CODE: 6 It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Exercise Option							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2008DEC30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DEREK MCALEER DEREK.MCALEER@US.ARMY.MIL (586)574-8093			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007JUL23	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this bilateral modification is to exercise an Option for CLIN 0001 for an additional 40 Work Directive controlled Man-hours under WD 30 Rev 05 at no Additional Cost to the Contract.

PREVIOUS CONTRACT VALUE: \$18,982,300.54

AMOUNT THIS ACTION: \$ 0.00

TOTAL CONTRACT VALUE: \$18,982,300.54

A. This Modification P00076 incorporates the following into Contract DAAE07-99-C-L053:

1. The Government and Contractor agree to add an additional 40 man-hours to the contract under CLIN 0001, WD 30, Revision 05, increasing WD 30 man-hours by 40 man-hours, at no additional cost to the contract. The contractor advised there are sufficient funds already obligated under WD 30 to cover the additional man-hours.

2. The Government and contractor agree to transfer the amount of \$314.40 from Estimated Cost amount under CLIN 0001 to the Fixed Fee amount under CLIN 0001 to cover the negotiated Fixed Fee for the additional man-hours added to CLIN 0001 and WD 30, Rev. 05. As a result, change the values for Section B - Supplies or Services and Prices/Costs for CLIN 0001, as follows:

a. Decrease CLIN 0001's Estimated Cost by \$314.40 from \$14,599,978.96 to \$14,599,664.56.

b. Increase CLIN 0001's Fixed Fee by \$314.40 from \$998,420.32 to \$998,734.72.

c. CLIN 0001's Total Amount remains unchanged at \$15,598,399.26.

d. The Government hereby increases the level of effort in the Section B, Schedule, under CLIN 0001, up to which SWRI is authorized to work, by 40 man-hours, from 133,905 to 133,945 man-hours.

3. SECTION B Make the following changes:

a. Paragraph B.4.a: Increase the total number of man-hours awarded under this contract by 40 man-hours from 158,651.6 to 158,691.6 man-hours.

b. Paragraph B.4.b: The total number of available man-hours remaining to be awarded under this contract is decreased by 40 man-hours from 92,786 to 92,746 man-hours.

4. SECTION H - Special Provisions:

a. Paragraph H.1.2. The number of man-hours available to call up under the contract is decreased by 40 man-hours from 92,786 to 92,746 man-hours.

b. Paragraph H.1.3. The number of man-hours in this paragraph is decreased by 40 man-hours from 92,786 to 92,746 man-hours.

B. In consideration of this Modification P00076 agreed to as complete equitable adjustment, the Contractor releases the Government from any and all liability under this contract for any future equitable adjustment attributable to such facts or circumstances giving rise to this Modification P00076. The Total Amount Obligated and the Total Contract Amount remain unchanged at \$18,982,300.54. Except as provided herein, all terms and conditions of Contract DAAE07-99-C-L053 remain unchanged and in full force and effect.

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: RDT&E INITIAL & OPTION HOURS SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in approved Work Directives to the Level-of-Effort stated in the Work Directives and in accordance with Section C. Scope of Work. CLIN 0001 includes the initial award of 8,453 man-hours along with any RDT&E funded Option man-hours, exercised in accordance with Special Provision paragraph H.1.</p> <p>AWARDED LEVEL-OF-EFFORT: 133,945 Man-Hours *</p> <p>* Changed by Mod P00076</p> <p>(End of narrative B018)</p>			<p>* ESTIMATED COST: \$14,599,664.56 * FIXED FEE: \$ 998,734.72 * TOTAL AMOUNT: \$15,598,399.28</p>	

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B.1 ESTIMATED COST, FIXED FEE AND PAYMENT

B.1.1 The estimated cost for performance of work under the contract is set forth in Section B. In consideration of performance of the work specified under each CLIN the Government will pay the contractor the Estimated Cost amount shown opposite each CLIN. The amount shown shall constitute the estimated cost for the purpose of the Contract Clause entitled Limitation of Cost, but neither the Government nor the contractor guarantee the accuracy of said estimate.

B.1.2 The contractor will be paid the fixed fee stated in Section B opposite each CLIN for the performance of man-hours (level of effort expended) under the contract and in accordance with the terms of the Contract Clause entitled Fixed Fee, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the man-hours performed under this contract. Payment of said fee shall be made upon the Contractor's certification that he has expended the applicable level of effort in performance of the work.

B.1.3 Allowable costs shall be determined and payment thereof, shall be provided in accordance with the Contract Clause hereof entitled Allowable Cost and Payment, FAR 52.216-7, under this contract.

B.2 PAYMENT

The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost and will be reimbursed at a rate directly proportionate to the number of manhours performed in relation to the total number of manhours awarded for the specific CLIN, as set forth in Section B hereof. Payment shall also be subject to any withholding provisions of this contract.

B.3 For purpose of the contract clause, "Limitation of Cost", the total estimated cost shall be as specified in the Schedule for each CLIN. In performance under each CLIN, the Contractor is not obligated to incur costs in excess of the estimated cost set forth in the Schedule for each CLIN, nor is the Government obligated to reimburse the Contractor for costs in excess of that amount.

B.4 MAN-HOURS AWARDED:

- * a. The total number of man-hours awarded under this contract is: 158,691.60 Man-Hours
- * b. The total number of available Option man-hours remaining to be awarded under this contract is: 92,746 Man-Hours.

* Changed by Mod P00076

*** END OF NARRATIVE B0013 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTIONS

H.1.1 The Government reserves the right to unilaterally require additional work effort to be provided under this contract. This work effort is described in the contract Scope of Work, Section C, and more specifically by Work Directives. The price for such option work shall be set forth in Section B of the contract. CLIN 0001, CLIN 0002, CLIN 0004 and CLIN 0005 Options may be exercised by the Government at any time after contract award, but not later than the time limit specified below:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>TIME LIMIT</u>
0001	R&D FUNDED LEVEL-of-EFFORT	No later than 28 Sep 2006.
0002	OMA FUNDED LEVEL-of-EFFORT	No later than 28 Sep 2006.
0004	DWCF FUNDED LEVEL-of-EFFORT	No later than 28 Sep 2006.
0005	PAA FUNDED LEVEL-of-EFFORT	No later than 28 Sep 2006.

- H.1.1.1 The Estimated Cost, Fixed Fee and Manhours awarded for R&D funded Level-of-Effort will be stated in CLIN 0001 of Section B.
- H.1.1.2 The Estimated Cost, Fixed Fee and Manhours awarded for OMA funded Level-of-Effort will be stated in CLIN 0002 of Section B.
- H.1.1.3 The Estimated Cost, Fixed Fee and Manhours awarded for DWCF funded Level-of-Effort will be stated in CLIN 0004 of Section B.
- H.1.1.4 The Estimated Cost, Fixed Fee and Manhours awarded for PAA funded Level-of-Effort will be stated in CLIN 0005 of Section B.

- H.1.2 The Government will have the unilateral right to call-up 92,746* man-hours, level of effort, and place the hours under the appropriate CLIN in Section B, depending on the funding type, at an estimated cost and fixed fee of:
- a. \$103.50 per hour for estimated cost and \$6.77 per hour for fixed fee, totaling \$110.27, for each man-hour awarded from the award date of the contract through 30 Sep 1999.
 - b. \$105.04 per hour for estimated cost and \$6.85 per hour for fixed fee, totaling \$111.89, for each man-hour awarded from 1 Oct 1999 through 30 Sep 2000.
 - c. \$110.18 per hour for estimated cost and \$7.21 per hour for fixed fee, totaling \$117.39, for each man-hour awarded from 1 Oct 2000 through 30 Sep 2001.
 - d. \$113.39 per hour for estimated cost and \$7.42 per hour for fixed fee, totaling \$120.81, for each man-hour awarded from 1 Oct 2001 through 30 Sep 2002.
 - e. \$116.66 per hour for estimated cost and \$7.63 per hour for fixed fee, totaling \$124.29, for each man-hour awarded from 1 Oct 2002 through 30 Sep 2003.
 - f. \$120.18 per hour for estimated cost and \$7.86 per hour for fixed fee, totaling \$128.04, for each man-hour awarded from 1 Oct 2003 through 28 Sep 2006.

- H.1.3 The Government may exercise the Option in more than one increment, but the total man-hours added to the contract by the exercise of Option shall not exceed 92,746* man-hours.
- H.1.4 The Estimated Cost per hour specified in paragraph H.1.2, above, contains Zero (0) amount for overtime premium. The amount of overtime costs authorized in FAR 52.222-2 in Section I shall be increased by this amount for every hour added by the exercise of this Option.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

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H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, Government Employees. All documents or reports produced by Contractors are to be suitably marked as Contractor products. The contractor shall not be reimbursed for any work that is outside the Scope of Work as set forth in either this work directive or contract.

H.3 RENT FREE USE OF GOVERNMENT FACILITIES

The Government authorizes the contractor the rent free, non-interference use of facilities and equipment accountable under Facilities Contract DAAE07-95-E-9001 for the performance of work under Contract DAAE07-99-C-L053.

H.4 GENERAL PURPOSE HARDWARE:

H.4.1 Acquisition of general purpose computer hardware, software and associated peripherals shall not under any circumstances be direct charged to the contract without the express written approval of the Government Contracting Officer. In the absence of this specific authorization, these items shall be charged only on an indirect basis.

H.4.2 The Contracting Officer hereby authorizes SWRI to acquire the following General Purpose Computer Hardware and direct charge it to the contract: NONE

H.5 The Southwest Research Institute Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns and Women-Owned Business Concerns, dated July 14, 1999, for Solicitation DAAE07-99-R-L004, SWRI Proposal No. 03-24860, is approved by the Contracting Officer and is incorporated into this contract by reference.

H.6 FACILITY MAINTENANCE:

The contractor shall provide facility maintenance for the Government facilities and equipment under this contract, as described and authorized by Contract DAAE07-95-E-9001. Facility maintenance includes maintenance of Government-owned facilities and equipment at SWRI and accountable under Contract DAAE07-95-E-9001; the furnishing of all utility services such as water and electricity; minor building and equipment repair and emergency repairs to the facilities. With approval of the Government Contracting Officer, the following may also be included: new equipment purchases; installation of the new equipment; equipment replacement; facility repair, other than minor repairs, and rehabilitation. The contractor shall charge all other work effort performed with or by the facility a prorata share of the facility maintenance costs. The contractor shall report the facility maintenance costs in the Contractors Progress, Status and Management Report.

H.7 GOVERNMENT FURNISHED MATERIAL:

1. The Government will provide ASTM Reference Fluids A & B to the contractor for his work effort described under Work Directive 23, Rev. 03, TASK VI, within 30 days of the signing of the WD 23, Rev 03, by the Contracting Officer.

2. The Government provided the following Government Furnished Material (GFM) to the contractor as of 12 Aug 2005 to be used for the work effort under WD 34.

- a. Six (6) TF Hudgins Model 25 Oil Cleaning Centrifuges
- b. Three (3) Caterpillar 1R-0739 Standard Efficiency Oil Filters
- c. Three (3) Caterpillar 1R-1807 High Efficiency Oil Filters
- d. One (1) Puradyn Bypass Filter Housing
- e. Three (3) Puradyn Replaceable Bypass Filter Elements
- f. Three (3) TF Hudgins Cleanable Oil Filters - 40 micron
- g. Three (3) TF Hudgins Cleanable Oil Filters - 20 micron
- h. 60 Kilograms of Soot (DIA Contaminant SD)

3. The Government provided the following GFM to the contractor as of 26 Sep 2005 to be used for the work effort under WD 36:

- a. QMI Gear Treatment with PTFE

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- b. QMI Fuel Treatment
- c. QMI Engine Treatment with PTFE

4. The following Government Furnished Equipment (GFE), currently in the possession of the contractor, shall be used for the work effort under WD 37:

- a. Four (4), each, 350 gpm Pumping Assemblies manufactured by La Barge, replacement value: \$45,000.00 each
- b. Four (4), each, 10,000 gallon Collapsible Fuel Bladders, replacement value: \$3,000.00 each

5. The contractor shall use the following Government Furnished Equipment (GFE), for the work effort under WD 39. The GFE, listed below, is currently in the contractor's possession.

- a. One (1) each Detroit Diesel Corporation Series 60 Diesel Engine (replacement value \$25,000)
- b. One (1) each Detroit Diesel Corporation Series 60 Diesel Engine with Asti Sensor installed (replacement value \$75,000)

6. The contractor shall use the following Government Furnished Equipment (GFE), for the work effort under WD 23 Rev 7. The generators are being supplied by the Power Generation Division at Ft. Belvoir, VA.

- a. One (1) each Generator Set, DED, 10kw, 60HZ MEP803A, NSN: 6115-01-275-5061, serial #: FZ00013, \$6,979.00
- b. One (1) each Generator Set, DED, 10kw, 60HZ MEP803A, NSN: 6115-01-275-5061, serial #: FZ00014, \$6,979.00
- c. One (1) each Generator Set, DED, 10kw, 60HZ MEP803A, NSN: 6115-01-275-5061, serial #: FZ00060, \$6,979.00

* Changed by Mod P00076